



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE

REFER TO FILE: **AS-0**
73928
Amendment 1

March 20, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**MAINTENANCE SERVICES FOR THE COOLING TOWERS WATER TREATMENT
SYSTEM AT THE DEPARTMENT OF PUBLIC WORKS HEADQUARTERS
SUPERVISORIAL DISTRICT 5
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work continues to be exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve amending Contract No. 73928 for Maintenance Services for the Cooling Towers Water Treatment System at the Department of Public Works Headquarters with WETCO, Inc., to enable this contract to continue on a month-to-month basis for up to six months commencing on Board approval while Public Works completes the solicitation process for a replacement contract.
3. Authorize Public Works to encumber up to \$7,500 for this amendment. Funds are available in Public Works' 2006-07 Internal Services Fund.
4. Delegate authority to the Director of Public Works or his designee to annually expend up to an additional 25 percent of the contract sum for unforeseen, additional work within the scope of work of the contract, if required.
5. Authorize the Director or his designee to execute the amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On March 12, 2002, Synopsis 47, your Board approved Contract No. 73928 with Pureline Treatment Systems, LLC, for the continued monitoring, maintenance, repair, and adjustment services of the cooling towers for our Headquarters Building. Subsequently, Pureline Treatment Systems, LLC, was acquired by WETCO, Inc., who has been successfully providing the subject service.

This contract was for an initial five-year period, beginning March 12, 2002. On March 1, 2007, Public Works notified the contractor, per the existing contract terms and conditions, that the contract will be extended for up to 60 days. As a result, the contract will now expire on May 10, 2007. The purpose of this action is to continue this service on a month-to-month basis starting upon Board approval for up to six months while Public Works completes the solicitation process for a replacement contract. The preparation of solicitations began several months ago, but the need to research and provide the expanded scope for new chemical-free, water-saving technology required us to request this extension. This contract will be expanded to cover the maintenance of the Annex Building cooling towers water treatment system. When proposals have been received and evaluated, Public Works will recommend the contract award for the continued provision of this service.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Organizational Effectiveness as the contractor's expertise allows for effectively providing this intermittent, specialized, and technical service in a timely, effective, and responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact on net County cost. The cost of this service will be at the current contracted monthly rate of \$1,250 with the total expenditures for the six-month period, month-to-month extension of \$7,500 for this service, plus 25 percent for unforeseen, additional work within the scope of the contract. Funds are available in Public Works' 2006-07 Internal Services Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Director executing this contract, which will be substantially similar to the enclosed form, the contractor will sign and County Counsel will review it as to form. This amendment will continue the contract's current terms, specifications, and conditions.

The Honorable Board of Supervisors
March 20, 2007
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ENVIRONMENTAL DOCUMENTATION

This service is categorically exempt from CEQA as set forth in Section 15301 of the State CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this amendment will continue the current contracted service.

CONCLUSION

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

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Enc.

cc: Chief Administrative Office
County Counsel

SAMPLE AMENDMENT 1 TO CONTRACT NO. 73928
MAINTENANCE SERVICES FOR THE COOLING TOWERS WATER
TREATMENT SYSTEM AT THE DEPARTMENT OF
PUBLIC WORKS HEADQUARTERS

THIS AMENDMENT, made and entered into this ____ day of _____, 2007, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and PURELINE TREATMENT SYSTEMS, LLC, which was subsequently acquired by WETCO, INC. (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 73928 was entered into between the COUNTY and the CONTRACTOR on March 12, 2002, to provide maintenance, repair, monitoring, and adjustment services to the water treatment system located on the Department of Public Works Headquarters cooling towers; and

WHEREAS, this Contract will expire on March 12, 2007, and Public Works extended this Contract in accordance with the Contract's terms and conditions for up to 60 days; and

WHEREAS, Public Works has a requirement for the CONTRACTOR to continue to provide these maintenance, repair, monitoring, and adjustment services to the water treatment system located on the Public Works Headquarters cooling towers; and

WHEREAS, Public Works desires to continue the service on a month-to-month basis for up to six months while completing the solicitation process for a new contract; and

WHEREAS, the CONTRACTOR is willing to provide the service on a month-to-month basis, and

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 73928 between them shall be amended as follows:

FIRST: The parties agree to amend this Contract to continue the service on a month-to-month basis, for period not to exceed six months, beginning on Board approval.

SECOND: The CONTRACTOR shall be compensated at the current rate of \$1,250 per month not to exceed a six-month total cost of \$7,500, or such greater amount as the Board may approve.

THIRD: All other prices, terms, conditions, requirements, and specifications of the original Contract and prior amendments shall remain in effect.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

WETCO, INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

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